

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA5	<b>Page</b> 1 <b>of</b> 38
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> DAAA09-99-R-0090		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b>	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ IOC AMSIO-ACE-S ROCK ISLAND IL 61299-6000			<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION**

**NOTE: In sealed bid solicitations offer and offeror mean bid and bidder .**

**9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time \_\_\_\_\_ (Date).**

**Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.**

<b>10. For Information Call:</b>	<b>Name</b> KEVAN WOODIN <b>E-mail address:</b> WOODINK@IOC.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309) 782-3961
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**11. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	16
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	8	X	J	List of Attachments	27
X	D	Packaging and Marking	9	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	10	X	K	Representations, Certifications, and	28
X	F	Deliveries or Performance	11			Other Statements of Offerors	
X	G	Contract Administration Data	12	X	L	Instrs., Conds., and Notices to Offerors	35
X	H	Special Contract Requirements	13	X	M	Evaluation Factors for Award	37

**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

**14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:**

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is Different From Blk 15A- Furnish Such Address In Offer</b> <input type="checkbox"/>		<b>17. Signature</b>	<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>		
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)</b>		
<b>24. Administered By (If other than Item 7)</b>		<b>Code</b>	<b>25. Payment Will Be Made By</b>		
SCD PAS ADP PT					
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  (Signature of Contracting Officer)		<b>28. Award Date</b>

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 38
<b>Name of Offeror or Contractor:</b>		

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.ioc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES (JUL 1993)	JUL/1993

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSA required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Copntracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(End of clause)

(AA7020)

A-2 ***	AMC AMC-LEVEL PROTEST PROGRAM	OCT/1996
	(End of clause)	

(AM7010)

A-3	52.252-4500 FULL TEXT CLAUSES	SEP/1997
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1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (\*\*\*).

2. You can view or obtain a copy of the clauses and provisions on the internet at:  
[www.ioc.army.mil/ac/aais/ioc/clauses/index.htm](http://www.ioc.army.mil/ac/aais/ioc/clauses/index.htm). Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 38
<b>Name of Offeror or Contractor:</b>		

A. The Army has contracted with the Mitretek Systems for technical review of specified programs including the Non-Stockpile Chemical Materiel Program. Mitretek Systems is a private, not-for-profit organization working in the public interest on a side range of technology and operational issues. Mitretek Systems does not engage in production or manufacturing activities and does not compete with profit-seeking entities. In order to fulfill its contractual responsibilities with the Army, Mitretek Systems must have access to Government data and contractor data, including sensitive and proprietary data. The Army's contract with Mitretek Systems prohibits the unauthorized dissemination of data to which it or its employees have access.

B. It is the Government's intent to use the services of the Mitretek Systems to provide administrative and technical assistance the Government in the evaluation of written and/or oral proposals submitted under this solicitation. Offerors are hereby notified that Mitretek Systems will be given access to the proposals submitted under this solicitation. However, the exclusive responsibility for source selection remains with the Government.

A-5 Notice of Organizational Conflicts of Interest

In accordance with FAR 9.5, a determination has been made that the following organizations are hereby prohibited from offering or participating as a prime contractor, as a joint venture member, or as a subcontractor on this contract and/or on any resultant task order(s):

The Mitre Corporation  
Mitretek Division  
7525 Colshire Drive  
McLean, VA 22102

A-6 Questions

Any questions resulting from this draft request for proposal (RFP) should be furnished in writing to the address shown in block 7 or emailed to the address shown in block 10 of the cover sheet, within 30 days after issuance of this RFP. A written response to each question will be furnished by the Government. A copy of all questions and responses will be furnished to all potential offerors.

A-7 Non-Disclosure Agreement

The Government has entered into a license agreement for the Munitions Management Device 2 (MMD-2) technical data package (TDP). As part of the Government Purpose License Rights, the MMD-2 TDP can not be released to any person or entity outside the Government before July 6, 2002, unless such person or entity executes a Non-Disclosure Agreement, attachment 05, in accordance with DFARS 227.7103-7. Accordingly, if a request for proposal or proposed task involves the MMD-2 TDP, the offeror shall execute and submit a Non-Disclosure Agreement, properly formatted to reflect the affected parties. Upon receipt, the MMD-2 TDP will be provided.

A-8 Proposal Preparation

It is anticipated that the proposal preparation time will be sixty (60) days after issuance of the formal request for proposal.

\*\*\* END OF NARRATIVE A001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS NOTE: CLIN 0001 IS FOR ADMINISTRATIVE PURPOSES ONLY.  (End of narrative A001)  <u>Supplies or Services and Prices/Costs</u>  <u>SERVICES LINE ITEM</u>  SECURITY CLASS: Unclassified			\$ _____	\$ _____

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page</b> 5 <b>of</b> 38
<b>Name of Offeror or Contractor:</b>		

For Local Clauses See: <http://www.ioc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

SUPPLIES FROM QUALIFYING COUNTRIES

(BA6700)

- B-2 General
- a. The contract that will result from this solicitation will be an indefinite delivery task order contract. It will be an indefinite quantity type which establishes a minimum amount the government will be required to order and a maximum amount the contractor is obligated to perform. FAR clauses 52.216-18, -19, and -22, located in Section I of this solicitation, should be reviewed as they provide the contractual language and requirements regarding placement of orders. A minimum of \$100,000 and a maximum of \$300,000,000 will be ordered under each contract awarded as a result of this solicitation.
- b. The anticipated types of contracts that may be ordered under this contract are firm-fixed-price, fixed-price-incentive, fixed-price-award-fee, cost-plus-incentive-fee, cost-plus-award-fee, and cost-plus-fixed-fee. The contract type of the individual task order will be negotiated at time of task competition/negotiations and award. The applicable clauses for the above contract types are incorporated into this contract.
- c. All orders and order modifications issued or executed under this contract shall refer to this contract and shall be subject to the terms and conditions hereof.
- d. CLINS will be established as the individual task order(s) requiring the work are issued.

- B-3 Task Orders and Ordering Procedures
- a. Only contracting officers of HQ, IOC are authorized to issue task orders under this contract. The contractor shall not accept any contractual instruction issued by any person other than the contracting officer or the contracting officer's representative acting within the limits of their authority. The contracting officer's representatives will be so designated in writing to the contractor and the scope of their authority will be set forth in such written authorization.
- b. The contractor is not authorized to commence work or to procure or manufacture material until an order is issued by the contracting officer.
- c. Orders may be placed by issuance of a written order, by facsimile, or by electronic commerce methods.
- d. Except as provided in paragraph e below, the contractors will be provided an opportunity to compete for each task order estimated at over \$100,000. The contracting officer, in making a decision in the award of any task order, may consider factors such as past performance on earlier tasks under this contract, quality of deliverables, cost control, price, cost, or other factors that the contracting officer determines to be relevant to the award of the task order. Formal evaluation plans or scoring of offerors are not required. The government anticipates the use of oral proposals and other streamlined procedures in selecting the successful offeror. Each contractor will be issued a request for proposal that contains the task statement of work, the evaluation criteria, the basis for award, and the anticipated contract type as well as any other proposal instructions. Upon completion of any competitive discussions and evaluation, the task order will be issued, based on competition, to the successful offeror.
- e. A task order may be awarded without competition if the contracting officer determines one of the following:
1. Estimated value of the task order is less than \$100,000.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page</b> 6 <b>of</b> 38
<b>Name of Offeror or Contractor:</b>		

2. The need for such supplies and/or services is of such urgency that providing for competition would result in unacceptable delays.

3. Only one contractor is capable of providing such supplies and/or services required at the level of quality required because the supplies and/or services are unique or highly specialized.

4. Order is a logical follow-on to an order already issued under the basic contract, provided that all applicable contractors were given an opportunity to be considered for the original order.

5. Order is placed to satisfy the minimum guarantee.

f. If one of the above reasons applies, the contracting officer shall request a proposal from the selected contractor. The contractor shall furnish a proposal within a maximum of 45 days after the date of receipt of the request. The contractor and the contracting officer enter into negotiations as soon thereafter as practical and establish cost/fee or cost/profit and delivery terms applicable to the requirement. When estimated costs/fee or costs/profit and delivery terms pertinent to the requirement have been agreed upon, the contracting officer will issue a task order and the parties will enter into a signed bilateral agreement. If the contracting officer and the contractor are unable to reach an agreement in a timely manner or the urgency of the requirement necessitates ordering the supplies and/or services prior to receipt of proposal or negotiating a cost or price, then an undefinitized task order may be issued under the procedure specified in paragraph g. below.

g. The issuance of an undefinitized task order by the contracting officer constitutes a binding contract and authorizes the contractor to proceed with performance. The order will be considered issued when signed by the contracting officer and released for delivery to the contractor, or placed in the hands of the contractor or his authorized representative. The applicable clauses (Section I--52.216-23, -24, -25, and -26) for an undefinitized task order are incorporated into this contract. The undefinitized task order will set forth the required delivery terms, other special terms and conditions, a ceiling cost which is based on quotes or proposals received from the contractor, and is subject to the FAR clause 52.216-24 Limitation of Liability. The definitization schedule will be contained in each undefinitized task order and will specify as a minimum the following information:

Receipt of Contractor's Proposal \_\_\_\_\_(if not yet received)  
Start of Negotiations\_\_\_\_\_  
Completion of Negotiations\_\_\_\_\_  
Target Definitization Date\_\_\_\_\_

Upon agreement of the negotiated definitization, the contracting officer will issue a definitized task order modification.

h. No protest under FAR 33.1 is authorized in connection with the issuance or proposed issuance of an order under this contract unless for a protest that the order increases the scope, period, or maximum value of the basic contract.

i. In evaluating past performance on individual orders, the procedural requirements in FAR Subpart 42.15 are not mandatory.

j. The procedures for selecting awardees for the placement of particular orders need not comply with the competition requirements of FAR Part 6.

#### B-4 Funding, Consideration, and Payment

a. The contractor shall not exceed, with respect to work done under any written order issued hereunder, the estimated cost of the order or the period of performance specified therein without the approval of the contracting officer. Such approval shall be evidenced in writing by an appropriate modification to the applicable order prior to the expenditure of any additional hours and/or costs.

b. The contractor is required to segregate cost by individual orders under this contract.

c. In the event the contractor is authorized to perform services prior to definitization of an order, the contractor is authorized to submit billing for these supplies and/or services. Such bill invoices shall be subject to FAR clause 52.216-26, Payments of Allowable Costs Before Definitization.

#### B-5 Bid and Proposal Costs

Bid and proposal costs for new task orders and for modifications of existing task orders shall be considered and accounted for as an indirect cost in accordance with FAR 31.205-18.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page</b> 7 <b>of</b> 38
<b>Name of Offeror or Contractor:</b>		

\*\*\* END OF NARRATIVE B001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page</b> 8 <b>of</b> 38
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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.ioc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4511	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
(a) (1)	SPECIFICATIONS AND STANDARDS, WHICH IDENTIFY ODCs AMONG ALTERNATIVE SUBSTANCES FOR USE, ARE PRAT OF TIS TDP/SOW AS FOLLOWS:		
	N/A		
(2)	THE ABOVE SPECIFICATIONS AND STANDARDS ALLOW THE OPTIONAL USE OF OZONE DEPLETING SUBSTANCES (ods) OR OZONE DEPLETING CHEMICALS (odc). PREFERENCE SHOULD BE GIVEN TO THE NON-ODS/ODC CHOICES IN COMPLIANCE WITH EXECUTIVE ORDER 12843, DATED APRIL 21, 1993, "PROCUREMENT REQUIREMENTS AND POLICIES FOR FEDERAL AGENCIES FOR OZONE DEPLETING SUBSTANCES".		
(b)	OTHER SPECIFICATIONS AND STANDARDS CONTAINING ODS/ODC MATERIALS AND INCLUDED IN THIS TDP/SOW FOR WHICH A SUBSTITUTE IS PROVIDED AND MUST BE USED ARE AS FOLLOWS:		
	N/A		
(c)	OTHER SPECIFICATIONS AND STANDARDS INCLUDED IN THIS TDP/SOW THAT SPECIFY USE OF AN ODS/ODC AND HAVE BEEN APPROVED AS FOLLOWS:		
	N/A		
(d)	NOTE: OFFERORS ARE REQUESTED, ALTHOUGH NOT OBLIGATED, TO PERFORM THEIR OWN SCREENING OF THE TDP SPECIFICATIONS AND STANDARDS OR SOW AND IDENTIFY ANY ADDITIONAL POTENTIAL ODS/ODC TO THE CONTRACTING OFFICER.		
	(END OF CLAUSE)		
	(CS6191)		
C-2	UMBRELLA STATEMENT OF WORK, ATTACHMENT 02, SECTION J, IS INCORPORATED.		
	*** END OF NARRATIVE C001 ***		



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page</b> 9 <b>of</b> 38
<b>Name of Offeror or Contractor:</b>		

SECTION D - PACKAGING AND MARKING

D-1 ANY APPLICABLE PACKING, PACKAGING, AND MARKING REQUIREMENTS SHALL BE INCUDED IN THE INDIVIDUAL TASK ORDER.

\*\*\* END OF NARRATIVE D001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page 10 of 38</b>
<b>Name of Offeror or Contractor:</b>		

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.ioc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT	APR/1984
E-3	52.246-4	INSPECTION OF SERVICES - FIXED PRICE	AUG/1996
E-4	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-5	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-6	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-7	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	APR/1984
***			

(b) The Contractor shall comply with the REQUIREMENTS OF THE STATEMENT OF WORK, in effect on the contract date, which is hereby incorporated into this contract, or an alternate submitted with the bid/proposal and approved by Headquarters, Industrial Operations Command prior to contract award.

(End of clause)

(EF6001)

E-8 ANY APPLICABLE INSPECTION AND ACCEPTANCE REQUIREMENTS SHALL BE INCLUDED IN THE INDIVIDUAL TASK ORDER.

\*\*\* END OF NARRATIVE E001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page 11 of 38</b>
<b>Name of Offeror or Contractor:</b>		

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.ioc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

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(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	JUN/1988
F-5	52.247-34	F.O.B. DESTINATION	NOV/1991

F-6 DELIVERY OR PERFORMANCE REQUIREMENTS SHALL BE INCLUDED IN THE INDIVIDUAL TASK ORDER.

\*\*\* END OF NARRATIVE F001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page 12 of 38</b>
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**Name of Offeror or Contractor:**

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 APPLICABLE ACCOUNTING DATA SHALL BE INCLUDED IN THE INDIVIDUAL TASK ORDER.

\*\*\* END OF NARRATIVE G001 \*\*\*

**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.ioc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997

\*\*\*\*(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert NONE)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Identification No.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander  
U.S. Army Industrial Operations Command (IOC)  
ATTN: AMSIO-DMS  
Rock Island, IL 61299-6000

Commander  
U.S. Army Industrial Operations Command (IOC)  
ATTN: AMSIO-TMO  
Rock Island, IL 61299-6000

Commander  
U.S. Army Industrial Operations Command (IOC)  
ATTN: AMSIO-ACE-S  
Rock Island, IL 61299-6000

Commander  
U.S. Army Industrial Operations Command (IOC)  
ATTN: AMSTA-AR-ESK  
Rock Island, IL 61299-6000

(HF6011)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-99-R-0090 MOD/AMD	Page 14 of 38
Name of Offeror or Contractor:		

H-3

28.306(B)

REQUIRED INSURANCE

AUG/1995

\*\*\*

(End of Clause)

(HF7020)

H-4

252.223-7001

HAZARD WARNING LABELS

DEC/1991

DFARS

\*\*\*\*(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None")

ACT

\*\*\*

(End of Clause)

(HA7704)

H-5

252.247-7023

TRANSPORTATION OF SUPPLIES BY SEA

NOV/1995

DFARS

\*\*\*

(End of Clause)

(HA7502)

H-6

252.247-7024

NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA

NOV/1995

DFARS

\*\*\*

(End of clause)

(HA7503)

H-7

1.602-2 AFARS

AVAILABILITY OF FUNDS

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(End of Clause)

(HD7006)

H-8

52.247-4545

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

IOC

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page 15 of 38</b>
<b>Name of Offeror or Contractor:</b>		

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding///// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

H-9 AUTOMATED DATA PROCESSING EQUIPMENT (ADPE)

FOR THE PURPOSE OF ACQUISITION OF ADPE (AS DEFINED IN 40 USC SECT. 759) BY THE CONTRACTOR, THE CONTRACTOR SHALL FOLLOW THE GUIDELINES PRESCRIBED AT DFARS 239.73. WHEN ACQUIRING INFORMATION TECHNOLOGY THAT WIL BE REQUIRED TO PERFORM DATE/TIME PROCESSING INVOLVING DATES SUBSEQUESNT TO DECEMBER 31, 1999, THE CONTRACTOR SHALL ENSURE THAT THE INFORMATION TECHNOLOGY IS YEAR 2000 COMPLIANT. THE CONTRACTOR SHALL UPGRADE NON-COMPLIANT INFORMATION TECHNOLOGY TO YEAR 2000 COMPLIANT PRIOR TO THE EARLIER OF (1) THE EARLIEST DATE ON WHICH THE INFORMATION TECHNOLOGY MAY BE REQUIRED TO PERFORM DATE/TIME PROCESSING INVOLVING DATES LATER THAN DECEMBER 31, 1999 OR (2) DECEMBER 31, 1999.

\*\*\* END OF NARRATIVE H001 \*\*\*

H-10 PAYMENT--DEMOLITION, DISMANTLING, AND REMOVAL (DDR)

AN APPLICABLE PAYMENT CLAUSE, IN ACCORDANCE WITH FAR 37.303 AND 37.304, WILL BE NEGOTIATED AND INCORPORATED INTO A DDR TASK ORDER AWARDED UNDER THE SUBJECT BASIC CONTRACT.

\*\*\* END OF NARRATIVE H002 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 16 of 38
	PIIN/SIIN	MOD/AMD	

DAAA09-99-R-0090

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.ioc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	OCT/1995
I-2	52.202-1	DEFINITIONS (SEP 1991) - ALTERNATE I (APR 1984)	SEP/1991
I-3	52.203-3	GRATUITIES	APR/1984
I-4	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-6	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-7	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN/1996
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG/1996
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT/1997
I-17	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCTOBER 1997) ALTERNATE II (OCTOBER 1997)	OCT/1997
I-18	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997) ALTERNATE I (OCT 1997)	OCT/1997
I-19	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-20	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-21	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-22	52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-23	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-24	52.215-15	TERMINATION OF DEFINED BENEFIT PENSION PLANS	OCT/1997
I-25	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-26	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-27	52.216-7	ALLOWABLE COST AND PAYMENT	APR/1998
I-28	52.216-8	FIXED FEE	MAR/1997
I-29	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	APR/1984
I-30	52.217-8	OPTION TO EXTEND SERVICES	AUG/1989
I-31	52.219-8	UTILIZATION OF SMALL CONCERNS	JAN/1999
I-32	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/1999
I-33	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	AUG/1998
I-34	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-35	52.222-3	CONVICT LABOR	AUG/1996
I-36	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	JUL/1995
I-37	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-38	52.222-26	EQUAL OPPORTUNITY (DEVIATION)	APR/1984
I-39	52.222-35	AFFIRMATIVE ACTION FOR DISABLED AND VETERANS OF VIETNAM ERA	APR/1998
I-40	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-41	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-42	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY/1989
I-43	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY/1989
I-44	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT	MAY/1989
I-45	52.223-2	CLEAN AIR AND WATER	APR/1984
I-46	52.223-6	DRUG-FREE WORKPLACE	JAN/1997
I-47	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/1996
I-48	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-49	52.224-2	PRIVACY ACT	APR/1984
I-50	52.225-10	DUTY-FREE ENTRY	APR/1984
I-51	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG/1998
I-52	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	AUG/1989



CONTINUATION SHEET	Reference No. of Document Being Continued		Page 17 of 38
	PIIN/SIIN DAAA09-99-R-0090	MOD/AMD	

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-53	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	MAY/1999
I-54	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-55	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-56	52.227-3	PATENT INDEMNITY	APR/1984
I-57	52.227-12	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-58	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-59	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996
I-60	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-61	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-62	52.229-10	STATE OF NEW MEXICO GROSS RECEPITS AND COMPENSATING TAX	OCT/1988
I-63	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-64	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-65	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/1996
I-66	52.232-1	PAYMENTS	APR/1984
I-67	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-68	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-69	52.232-11	EXTRAS	APR/1984
I-70	52.232-16	PROGRESS PAYMENTS	JUL/1991
I-71	52.232-16	PROGRESS PAYMENTS (JUL 1991) - ALTERNATE I (AUG 1987)	JUL/1991
I-72	52.232-17	INTEREST	JUN/1996
I-73	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-74	52.232-20	LIMITATION OF COST	APR/1984
I-75	52.232-22	LIMITATION OF FUNDS	APR/1984
I-76	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)	JAN/1986
I-77	52.232-25	PROMPT PAYMENT	JUN/1997
I-78	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-79	52.233-1	DISPUTES (DEC 1998) - ALTERNATE I (DEC 1991)	DEC/1998
I-80	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-81	52.233-3	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)	AUG/1996
I-82	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR/1984
I-83	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-84	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
I-85	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-86	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT/1995
I-87	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-88	52.242-13	BANKRUPTCY	JUL/1995
I-89	52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)	AUG/1987
I-90	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)	AUG/1987
I-91	52.243-4	CHANGES	AUG/1987
I-92	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-93	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-94	52.245-6	LIABILITY FOR GOVERNMENT PROPERTY (DEMOLITION SERVICES CONTRACTS)	APR/1984
I-95	52.245-19	GOVERNMENT PROPERTY FURNISHED ["]AS IS["]	APR/1984
I-96	52.246-13	INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS	AUG/1996
I-97	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-98	52.246-24	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS	FEB/1997
I-99	52.246-24	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS (FEB 1997) - ALTERNATE I (APR 1984)	FEB/1997
I-100	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-101	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-102	52.248-1	VALUE ENGINEERING (DEVIATION)	MAR/1989
I-103	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-104	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-105	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-106	52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) - ALTERNATE I (APR 1984)	APR/1984
I-107	52.249-14	EXCUSABLE DELAYS	APR/1984
I-108	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-109	52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES	JAN/1991
I-110	52.253-1	COMPUTER GENERATED FORMS	JAN/1991

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 18 of 38
	PIIN/SIIN DAAA09-99-R-0090	MOD/AMD	

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-111	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-112	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	JUN/1997
I-113	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-114	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-115	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-116	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-117	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/1998
I-118	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-119	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-120	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-121	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	JUL/1997
I-122	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-123	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-124	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-125	252.225-7005 DFARS	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	DEC/1991
I-126	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
I-127	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	MAR/1998
I-128	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JAN/1999
I-129	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-130	252.225-7041 DFARS	CORRESPONDENCE IN ENGLISH	JUN/1997
I-131	252.227-7013 DFARS	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-132	252.227-7025 DFARS	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RSTRICTIVE LEGENDS	JUN/1995
I-133	252.227-7030 DFARS	TECHNICAL DATA--WITHHOLDING OF PAYMENT	OCT/1988
I-134	252.227-7036 DFARS	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-135	252.227-7037 DFARS	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	NOV/1995
I-136	252.227-7039 DFARS	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-137	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-138	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	FEB/1996
I-139	252.234-7001 DFARS	EARNED VALUE MANAGEMENT SYSTEM	MAR/1998
I-140	252.235-7003 DFARS	FREQUENCY AUTHORIZATION	DEC/1991
I-141	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-142	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	SEP/1996

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page 19 of 38</b>
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**Name of Offeror or Contractor:**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-143	DFARS 252.242-7005	COST/SCHEDULE STATUS REPORT	MAR/1998
I-144	DFARS 252.242-7006	COST/SCHEDULE STATUS REPORT PLANS	MAR/1997
I-145	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-146	DFARS 252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-147	DFARS 252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	MAY/1995
I-148	DFARS 252.251-7001	USE OF INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES	DEC/1991
I-149	*** THIS REFERENCE (IF6071) IS NO LONGER VALID ***		
***			

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below: TO BE ESTABLISHED IN THE INDIVIDUAL TASK ORDER.

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(End of Clause)

(IF6071)

I-150	52.215-21	REQUIREMENTS FOR COSTOR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 1997) ALTERNATE IV (OCT 1997)	OCT/1997
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(a) Submission of cost or pricing data is not required.

(b) Provide information described below: SEE SECTION L FOR INSTRUCTIONS TO OFFERORS.

(End of clause)

(IF6107)

I-151	52.216-10	INCENTIVE FEE	MAR/1997
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TO BE ESTABLISHED IN THE INDIVIDUAL TASK ORDER

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(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by -1- cents for every dollar that the total allowable cost is less than the target cost or decreased by -2- cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than -3- percent or less than -4- percent of the target cost\*\*\*

(End of clause)

(IF6052)

I-152	52.216-16	INCENTIVE PRICE REVISION - FIRM TARGET	OCT/1997
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TO BE SPECIFIED IN THE INDIVIDUAL TASK ORDER

(a) General. The supplies or services identified in the Schedule as Items -1- are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of -2- dollars (\$-3-).

\*\*\*

(c) Data submission: Within -4- days after the end of the month in which the Contractor has delivered the last unit of supplies

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b></p>	<p align="right"><b>Page 20 of 38</b></p>
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**Name of Offeror or Contractor:**

and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408 or in any other form on which the parties agree-

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(d)(2)(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less -5- percent (Contracting Officer insert percent) of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus -6- percent (Contracting Officer insert percent) of the amount by which the total final negotiated cost is less than the total target cost.

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(End of Clause)

(IF6041)

I-153                      52.216-17                      INCENTIVE PRICE REVISION - SUCCESSIVE TARGETS                      OCT/1997  
TO BE ESTABLISHED IN THE INDIVIDUAL TASK ORDER

a. The supplies or services identified in the Schedule as Items -1- are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of -2- dollars (\$-3-). The prices of these items shown in the Schedule are the initial target prices, which include an initial target profit of -4- percent of the initial target cost.\*\*\*

(c) Submitting the data for establishing the firm fixed price or a final profit adjustment formula. (1) Within -5- days after the end of the month in which the Contractor has completed -6-,(see Note 1), the Contractor shall submit the following data:\*\*\*

(d)(2) If the total firm target is more than the total initial target cost, the total initial target profit shall be decreased. If the total firm target cost is less than the total initial target cost, the total initial target profit shall be increased. The initial target profit shall be increased or decreased by -7- percent of the difference between the total initial target cost and the total firm target cost. The resulting amount shall be the total firm firm target profit; provided, that in no event shall the total firm target profit be less than -8- percent or more than -9- percent (Contracting Officer insert percents) of the total initial cost.\*\*\*

(d)(4)(ii) If the total final negotiated cost is greater than the total firm target cost, the adjustment is the total firm target profit, less -10- percent of the amount by which the total final negotiated cost exceeds the total firm target cost.

(iii) If the total final negotiated cost is less than the total firm target cost, the adjustment is the total firm target profit, plus -11- percent of the amount by which the total final negotiated cost is less than the total firm target cost.\*\*\*

(e) Submitting data for final price revision. Unless a firm fixed price has been established within -12- days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this section, the Contractor shall submit in the format of Table 15-2, FAR 15.408 (or in any other form on which the parties agree)-\*\*\*

(End of clause)

(IF6053)

I-154                      52.216-18                      ORDERING                      OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued from THE DATE OF AWARD OF THE BASIC CONTRACT through FIVE YEARS FROM DATE OF AWARD OF THE BASIC CONTRACT.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page 21 of 38</b>
<b>Name of Offeror or Contractor:</b>		

\*\*\*

(End of Clause)

(IF6088)

I-155                      52.216-19                      ORDER LIMITATIONS                      OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less the \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$100,000,000;

(2) Any order for a combination of items in excess of \$300,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6089)

I-156                      52.216-22                      INDEFINITE QUANTITY                      OCT/1995  
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(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after THE ORDERING PERIOD HAS EXPIRED FOR 36 MONTHS.

(End of clause)

(IF6097)

I-157                      52.216-23                      EXECUTION AND COMMENCEMENT OF WORK                      APR/1984  
TO BE ESTABLISHED IN THE INDIVIDUAL TASK ORDER

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than -1- . Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of clause)

(IF6055)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-99-R-0090 MOD/AMD	Page 22 of 38
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Name of Offeror or Contractor:

I-158                    52.216-24                    LIMITATION OF GOVERNMENT LIABILITY                    APR/1984  
TO BE ESTABLISHED IN THE INDIVIDUAL TASK ORDER

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding -1- dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is -2- dollars.

(End of clause)

(IF6056)

I-159                    52.217-9                    OPTION TO EXTEND THE TERM OF THE CONTRACT                    MAR/1989  
TO BE ESTABLISHED IN THE INDIVIDUAL TASK ORDER

(a) The Government may extend the term of this contract by written notice to the Contractor within -1- provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed -2- (months)(years).

(End of Clause)

(IF6066)

I-160                    52.222-2                    PAYMENT FOR OVERTIME PREMIUMS                    JUL/1990  
(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed TO BE DETERMINED IN THE INDIVIDUAL TASK ORDER or the overtime premium is paid for work--

\*\*\*

(End of Clause)

(IF6048)

I-161                    52.222-42                    STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES                    MAY/1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

EMPLOYEE CLASS                    MONETARY WAGE - FRINGE BENEFITS

SEE SECTION J, ATTACHMENT 03

(End of clause)

(IF6016)

I-162                    52.232-19                    AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR                    APR/1984

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAA09-99-R-0090      MOD/AMD</p>	<p style="text-align: center;"><b>Page 23 of 38</b></p>
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**Name of Offeror or Contractor:**

TO BE ESTABLISHED IN THE INDIVIDUAL TASK ORDER

Funds are not presently available for performance under this contract beyond -1- . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond -2- , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

(IF6068)

I-163      52.244-2      SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (AUG1998) -      AUG/1998  
 ALTERNATE I (AUG 1998)

\*\*\*

(e) The Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

TO BE ESTABLISHED IN THE INDIVIDUAL TASK ORDER.

\*\*\*

(End of Clause)

(IF6074)

I-164      252.217-7027      CONTRACT DEFINITIZATION      OCT/1998  
 DFARS

AS SPECIFIED BY THE INDIVIDUAL TASK ORDER

(a) A -1- is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a -2- proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization: -3-

Date for Submission of Proposal: -4-

Date for Beginning of Negotiations: -5-

Dates for submission of make-or-buy and subcontracting plans and cost or pricing data: -6-\*\*\*

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated -7- in no event to exceed -8-.

(End of clause)

(IA6702)

I-165      252.223-7007      SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES      FEB/1996  
 DFARS

\*\*\*(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE      NATIONAL STOCK NUMBER      SENSITIVITY/CATEGORY

AS SPECIFIED BY THE INDIVIDUAL TASK ORDER

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-99-R-0090 MOD/AMD	Page 24 of 38
Name of Offeror or Contractor:		

(End of clause)

(IA6200)

I-166 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997  
OR PRICING DATA-MODIFICATIONS  
\*\*\*

(End of clause)

(IF7010)

I-167 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS APR/1998  
\*\*\*

(End of clause)

(IF7045)

I-168 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) - ALTERNATE I DEC/1989  
(APR 1984) (DEV)  
\*\*\*

(g)(6) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for the continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--\*\*\*

(End of clause)

(IF7109)

I-169 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR- JAN/1986  
HOUR CONTRACTS)(DEV)  
\*\*\*

(g)(5) The contractor shall notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--\*\*\*

(End of clause)

(IF7120)

I-170 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984  
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page 25 of 38</b>
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**Name of Offeror or Contractor:**

(IF7016)

I-171      252.243-7000      ENGINEERING CHANGE PROPOSALS      OCT/1998  
 DFARS

\*\*\*

(End of clause)

(IA7010)

I-172      252.243-7000      ENGINEERING CHANGE PROPOSALS      JUL/1997  
 DFARS

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" cost or a "not less than" cost and delivery adjustment. Change orders issued under the Changes clause of this contract are not an authorization to exceed the estimated cost in the schedule unless there is a statement in the change order, or other contract modification, increasing the estimated cost.

(c) When the cost of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A completed SF 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), and

(2) At the time of agreement on cost, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA7011)

I-173      252.243-7002      REQUESTS FOR EQUITABLE ADJUSTMENT      MAR/1998  
 DFARS

(a) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
 (Official's Name)

\_\_\_\_\_  
 (Title)

(b) The certification in paragraph (a) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with FAR 15.403-4; and

(2) Actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(c) The certification requirement in paragraph (a) of this clause does not apply to--

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 26 of 38
	PIIN/SIIN	DAAA09-99-R-0090	MOD/AMD

Name of Offeror or Contractor:

(2) Final adjustments under an incentive provision of the contract.

(d) The amount requested shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(End of clause)

(IA7035)

I-174	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
	IOC		

\*\*\*

(End of clause)

(IS7025)

I-175 52.249-3 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS) (SEP 96)

\*\*\* END OF NARRATIVE I001 \*\*\*

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	LIST OF REFERENCES			
Attachment 002	UMBRELLA STATEMENT OF WORK			
Attachment 003	STATEMENT OF EQUIVALENT RATES			
Attachment 004	WAGE DETERMINATION, REV 10	15-JUL-98		
Attachment 005	MMD-2 NONDISCLOSURE AGREEMENT			
Exhibit A	DELIVERABLES			

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page 28 of 38</b>
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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.ioc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR/1998
K-3	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.227-7028 DFARS	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995

K-5            52.219-1            SMALL BUSINESS PROGRAM REPRESENTATIONS            MAY/1999

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8744.

(2) The small business size standard is 500 employees.

\*\*\*

(b) Representations.

(1) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in block (b)(1) of this provision.)  
The offeror represents, for general statistical purposes, that it \_\_\_is, \_\_\_is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a women-owned small business concern.

\*\*\*

(End of provision)

(KF6003)

K-6            52.219-1            Small Business Program Representations - Alternate 1            OCT/1998

(4) (Complete if offeror represented itself as disadvantaged in paragraph \*(b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Phillines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page 29 of 38</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

Commonwealth of the Northern Mariana Island, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.

\_\_\_\_\_ individual/concern, other than one of the preceding.

(KF6004)

K-7 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985  
\*\*\*

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above\_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

\*\*\*  
(End of Provision)

(KF7005)

K-8 52.204-3 TAXPAYER IDENTIFICATION OCT/1997  
\*\*\*\*(c) Taxpayer Identification Number (TIN).

- ( ) TIN: \_\_\_\_\_
- ( ) TIN has been applied for.
- ( ) TIN is not required because
  - ( ) Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
  - ( ) Offeror is an agency or instrumentality of a foreign government;
  - ( ) Offeror is an agency or instrumentality of a Federal, state, or local government;
  - ( ) Other. State basis. \_\_\_\_\_

- (d) Corporate Status.
  - ( ) Corporation providing medical and health care services or engaged in the billing and collecting of payments for such services;
  - ( ) Other corporate entity;
  - ( ) Not a corporate entity;
  - ( ) Sole proprietorship
  - ( ) Partnership
  - ( ) Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

- (e) Common Parent.
  - ( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
  - ( ) Name and TIN of common parent:
    - Name: \_\_\_\_\_
    - TIN: \_\_\_\_\_

(End of Provision)

(KF7043)

K-9 52.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business) MAY/1999  
(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror

Name of Offeror or Contractor:

represents that it \_\_\_\_\_ is a women-owned business concern.

\*\*\*  
(End of provision)

(KF7022)

K-10                      52.209-5                      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,                      MAR/1996  
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( )  
are not ( )

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( )  
have not ( ),

within a 3-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ( )  
are not ( )

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( )  
has not ( ),

within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

\*\*\*  
(End of Provision)

(KF7033)

K-11                      52.215-6                      PLACE OF PERFORMANCE                      OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  
( )intends,  
( )does not intend

(check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks ''intends'' in paragraph (a) above, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
_____	_____
_____	_____
_____	_____

CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIIN DAAA09-99-R-0090 MOD/AMD	Page 31 of 38
Name of Offeror or Contractor:		

(End of provision)

(KF7035)

K-12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (DEVIATION) APR/1984  
The offeror represents that -

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984  
The offeror represents that (a) it

( ) has developed and has on file,  
( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it

( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-14 52.223-1 CLEAN AIR AND WATER CERTIFICATION APR/1984  
The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is ( ),  
is not ( )  
listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

\*\*\*

(End of provision)

(KF7021)

K-15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/1996  
\*\*\*

(b)(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page 32 of 38</b>
<b>Name of Offeror or Contractor:</b>		

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

( ) (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

( ) (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

(KF7058)

K-16	52.230-1	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION	APR/1998
***			

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION.

\*\*\*

(c) Check the appropriate box below:

( ) (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:\_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

( ) (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:\_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:\_\_\_\_\_

-

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

( ) (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

( ) (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the



Name of Offeror or Contractor:

offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

\*\*\*

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE.

\*\*\*

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\*\*\*

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of Provision)

(KF7190)

K-17	252.225-7000	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE	DEC/1991
	DFARS		

\*\*\*

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Name of Offeror or Contractor:

Line Item Number	Country of Origin (If known)
<div></div>	<div></div>
<div></div>	<div></div>

(KA7702)

K-18	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	AUG/1992
***	DFARS		

(b) Representation.

The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\*\*\*  
(End of provision)

(KA7500)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page 35 of 38</b>
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.ioc.army.mil/ac/aais/ioc/clauses/index.htm>  
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(End of provision)

(LF7001)

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.  
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR/1998
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS)	JUN/1997
L-3	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	OCT/1997
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (DEVIATION)	APR/1984
L-6	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-7	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-8	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	DEC/1991
	DFARS		

L-9 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP/1990

Any contract awarded as a result of this solicitation will be a D0-A5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

L-10 52.215-3 REQUEST FOR INFORMATION OR SOLICITATION FOR PLANNING PURPOSES OCT/1997  
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(c) This solicitation is issued for the purpose of: PROVIDING THE DRAFT RFP FOR INDUSTRY REVIEW AND COMMENTS.

(End of provision)

(LF6026)

L-11 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997  
OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: SEE SECTION L, INSTRUCTIONS TO OFFERORS.

(End of provision)

(LF6034)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page 36 of 38</b>
<b>Name of Offeror or Contractor:</b>		

L-12                    52.233-2                    SERVICE OF PROTEST                    AUG/1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from HQ, IOC, AMSIO-ACE-S, ROCK ISLAND, IL 61299-6000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6021)

L-13                    52.252-5                    AUTHORIZED DEVIATIONS IN PROVISIONS                    APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-99-R-0090 MOD/AMD	Page 37 of 38
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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.ioc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	Regulatory Cite	Title	Date
M-1	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995
M-2	52.217-5	EVALUATION OF OPTIONS	JUL/1990

a. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).

b. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.

c. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

(MF7009)

M-3	252.225-7003 DFARS	INFORMATION FOR DUTY-FREE ENTRY EVALUATION	MAR/1998
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(a) DOES THE OFFEROR PROPOSE TO FURNISH---

(1) A DOMESTIC END PRODUCT WITH NONQUALIFYING COUNTRY COMPONENTS FOR WHICH THE OFFEROR REQUESTS DUTY-FREE ENTRY; OR

(2) A FOREIGN END PRODUCT CONSISTING OF END ITEMS, COMPONENTS, OR MATERIAL OF FOREIGN ORIGIN OTHER THAN THOSE FOR WHICH DUTY-FREE ENTRY IS TO BE ACCORDED PURSUANT TO THE DUTY-FREE ENTRY---QUALIFYING COUNTRY SUPPLIES 9END PRODUCTS AND COMPONENTS) CLAUSE OR, IF APPLICABLE, THE DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS CLAUSE OF THIS SOLICITATION?

Yes ( ) No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States

Yes ( ) No ( )

(2) Has the duty on such foreign supplies been paid

Yes ( ) No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty \$\_\_\_\_\_.

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<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-99-R-0090 <b>MOD/AMD</b>	<b>Page</b> 38 <b>of</b> 38
<b>Name of Offeror or Contractor:</b>		

(End of provision)

(MA7700)